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EXAMINER

LIVERSEDGE, JENNIFER L

ART UNIT	PAPER NUMBER
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3628

DATE MAILED: 10/17/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/846,529

Applicant(s)

YUAN, KUNG SHAO

Examiner

Jennifer Liversedge

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 30 April 2001.
- 2a) ☐ This action is FINAL. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-22 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-22 is/are rejected.
- 7) ☒ Claim(s) 1-22 is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☒ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 30 April 2001 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

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DETAILED ACTION

Specification

1. The disclosure is objected to because of the following informalities:

Page 4, line 23: "willing" should be "willingness"

Page 5, line 3: "negotiation" should be "negotiating"

Page 5, line 7: "run" should be "running"

Page 10, line 5: sentence does not flow. Consider adding "they wish" or similar to the sentence "decide if to answer" to get "decide if they wish to answer"

Page 11, line 23: "obtained" should be "obtaining"

Page 13, line 13 "didn't" should be "did not"

Page 14, line 6: "received" should be "receiving"

Page 16, line 2: the phrase "direct contact without through the broker..." is unclear. Perhaps it should be rewritten as "direct contact without going through the broker..."

Page 16, line 5: an unmatched "(" follows "...communication"

Page 16, line 19: "prohibiting" should be "prohibit"

Page 18, line 23: "the" should be "then"

Page 19, lines 9 and 10: "CM001" and "Cmoo1" should be consistent

Page 19, line 20: "didn't" should be "did not"

Page 21, line 14: "didn't" should be "did not"

Page 21, line 17: "didn't" should be "did not"

Page 21, line 19: "didn't" should be "did not"

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Page 22, line 12: "pay" should be "pays" or "paid"

Page 22, line 20: should read "shortage of (a) few pages..."

Page 23, line 4: "transferred" should be "transfers"

Page 23, line 5: "received" should be "receiving"

Page 23, line 6: "entered" should be "enters"

Page 23, line 7: "inputted" should be "inputs"

Page 23, line 13: an unmatched "(" follows "...communication"

Page 23, line 17: "didn't" should be "did not"

Page 23, line 19: indicate which company

Page 24, line 7: "transferred" should be "transfers"

Page 24, line 10: "didn't" should be "did not"

Page 24, line 12: "received" should be "receiving"

Page 24, line 17: "drawings" should be "drawing"

Appropriate correction is required.

Specification

The abstract of the disclosure is objected to because it contains the legal phraseology "comprising" in line 4. Correction is required. See MPEP § 608.01(b).

Claim Objections

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2. Claim 1 is objected to because of the following informalities: page 26 line 7 contains a (.) following the word "and", should be replaced with a (;). Appropriate correction is required.

The numbering of claims is not in accordance with 37 CFR 1.126 which requires the original numbering of the claims to be preserved throughout the prosecution. When claims are canceled, the remaining claims must not be renumbered. When new claims are presented, they must be numbered consecutively beginning with the number next following the highest numbered claims previously presented (whether entered or not).

Misnumbered claims 21, 22 and 23 have been renumbered as 20, 21 and 22.

Claims 1 – 22 are objected to because of the following informalities: claim language contains multiple grammatical errors as cited in the specification as detailed above. The applicant is advised to make similar changes are apply to the specification to the claims as well. The examiner will not detail grammatical-type errors in the claims as they are lengthy and similar in nature to those detailed in the specification objection above. Appropriate action is required.

Claim Rejections - 35 USC § 112

3. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claim 18 is rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant

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regards as the invention. Claim 18 recites the limitation "the tax" in line 18. There is insufficient antecedent basis for this limitation in the claim.

Claim Rejections - 35 USC § 103

4. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

The factual inquiries set forth in *Graham v. John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

5. Claims 1, 2, 6, 10, 12, 13, 14, and 15 are rejected under 35 U.S.C. 103(a) as being unpatentable over the www.intota.com website dated April 18, 2001 (further referred to as Intota), and further in view of "The Price of Output per Format" by Dialog, dated June 1982 (further referred to as Dialog).

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6. Regarding claim 1, Intota discloses an electronic business mode of establishing a broker web site in the Internet to negotiate transaction between an inquirer and an answer provider (page 4, lines 7 – 10), comprising the steps of accepting registration of potential answer providers to become members of potential answer providers in different fields of specialty (page 6, lines 19 – 24) and classifying registered members of potential answer provider subject to their specialty (page 4, lines 18 – 21); accepting questions issued by inquirers, where a party wishing to issue a question to ask for the answer can enter the broker web site (page 4, lines 7 – 10) and input one's e-mail address (page 4, lines 32 – 37) and the content of the question (page 2, lines 1 – 4 and page 10, lines 10 – 11) and click the field of specialty the inquirer thought to be necessary to provide the answer to the question (page 2, lines 6 – 7); transferring the question to the members of potential answer providers, where the broker web site transfers the question and a corresponding code number of the question (see encryption page 9, lines 6 – 8; see User ID page 10, lines 46 - 47) to the potential answer providers of the field of specialty clicked by the inquirer, asking the potential answer providers to answer the question (page 2, line 8 – 9, page 10, lines 10 – 11); accepting information from the members of potential answer provider regarding the answer (page 4, lines 8 – 9 and lines 35 – 37), the cost of providing the answer (page 4, lines 46 – 47; page 5, lines 9 – 12; page 10, lines 13 – 14), where every answer provider who received the information of the question and the related code number of the question from the broker web site can decide if they wish to answer the question or not (page 4, lines 33 – 35); any answer provider agrees to answer the question and

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wishes to sell the answer at a price can enter the broker web site (page 4, lines 33 – 35) and input the related code number of question (see encryption page 9, lines 7 – 8; see User ID page 10, lines 46 - 47), the answer (page 4, lines 8 – 9), and the cost of providing the question (page 10, lines 13 – 14);

Intota does not disclose transferring an abstract. However, Dialog discloses transferring an abstract (lines 14 – 17 and lines 34 – 39). It would be obvious to one of ordinary skill in the art to combine the transferring of an abstract as disclosed by Dialog with the question-and-answer system as disclosed by Intota. The motivation would be to provide a summary form of the answer such that the inquirer could determine if the answerer was researching with the focus desired by the inquirer.

Intota does not disclose the steps regarding abstract transfer as disclosed in Step V. However, Dialog discloses transferring the information of the abstract of the answer and the cost of providing the answer, where the broker web site holds the answer at first, and then transfers the information of the answer, abstract of the answer, and cost of providing the answer to the inquirer, and then transfers the answer to the inquirer after the inquirer accepted the cost of providing the answer requested by the answer provider (lines 14 – 17 and lines 34 – 39). It would be obvious to one of ordinary skill in the art to combine the abstract transferring mechanism as disclosed by Dialog with the question-and-answer system as disclosed by Intola. The motivation would be to charge the inquirer varying fees based on the amount of data or information they wish to receive on the subject of their request.

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7. Regarding claim 2, Intota discloses the electronic business mode wherein said answer providers and said inquirer can be individuals (page 8, lines 11 – 12), corporations or organizations (see companies page 8, lines 23 – 26), or web sites (page 10, lines 24 – 25).

8. Regarding claim 6, Intota discloses the electronic business mode wherein the broker web site gives a code number of question to every question issued by an inquirer and a code number of answer to every answer provided by a potential answer provider, and informs the respective inquirer or answer provider of the respective code number of question or code number of answer (see encryption page 9, lines 6 – 8 and User ID page 10, lines 46 – 47).

9. Regarding claim 10, Intota discloses the electronic business mode wherein when a message is received, the broker web site writes the message into a message passenger and then sends the message (page 4, lines 33 – 35); because any party receiving the message can not trace back the delivery path of the message, no one can know the identification of the party who issued the message unless the party who issued the message agreed to disclose one's identification or method of communication (page 4, lines 33 – 37; page 9, lines 6 – 8 and lines 11 – 14).

10. Regarding claim 12, Intota does not disclose where an abstract is provided by the answer provider in any of the following four ways or a combination of them: 1) the

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content of the answer without the key point; 2) a part of the answer without the key point; 3) resume of the answer provider; 4) any information that invites the inquirer to buy the answer from the answer provider without revealing the key point of the answer. However, Dialog discloses where an abstract is provided by the answer provider in any of the following four ways or a combination of them: 1) the content of the answer without the key point; 2) a part of the answer without the key point; 3) resume of the answer provider; 4) any information that invites the inquirer to buy the answer from the answer provider without revealing the key point of the answer (lines 14 – 17 and 34 – 39). It would be obvious to one of ordinary skill in the art to combine providing an abstract as disclosed by Dialog with the question-and-answer system as disclosed by Intota. The motivation would be to supply a limited, summary format of the ultimate answer to the inquirer for review prior to supplying the full response. The method of supplying an abstract without supplying the full article or report at the same time is a practice that is well known.

11. Regarding claim 13, Intota discloses the electronic business mode wherein the answer provider is allowed to input the code number of question (page 9, lines 6 – 8 and page 10, lines 46 – 47), and the cost of providing the answer without providing the answer before establishment of the transaction (page 5, lines 9 – 14 and page 10, lines 13 – 15). Intota does not disclose wherein the answer provider is allowed to input the abstract of the answer. However, Dialog discloses inputting an abstract without providing the answer before establishment of the transaction (lines 14 – 17 and lines 34

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– 39). It would be obvious to one of ordinary skill in the art to combine the method of inputting an abstract as disclosed by Dialog with the question-and-answer system in which question codes and prices are inputted as disclosed by Intota. The motivation would be to provide the inquirer with the initial information from the abstract and the price associated with the remainder of the information prior to fully engaging in the transaction.

12. Regarding claim 14, Intota discloses the electronic business mode comprising the step of transferring the answer to the inquirer (page 4, lines 33 – 37) and completing the transaction where the inquirer can enter the broker web site and input the code number of the answer corresponding to the issued question (page 9, lines 6 – 8 and page 10, lines 46 – 47). Intota does not teach the step comprising paying the money to the broker web site if the inquirer thought worthy to buy the answer, and the broker web site immediately transferring the answer to the inquirer and the payment to the answer provider upon receipt of the payment from the inquirer. However, Dialog discloses the step comprising paying the money to the broker web site if the inquirer thought worthy to buy the answer, and the broker web site immediately transferring the answer to the inquirer and the payment to the answer provider upon receipt of the payment from the inquirer (lines 14 – 17 and 34 – 39). It would be obvious to one of ordinary skill in the art to combine the method of allowing the inquirer to determine from the abstract if it is worthy to purchase the entire document and therefore charging for and forwarding the document if so chosen by the inquirer as disclosed by Dialog with the question-and-

answer system as disclosed by Intota. The motivation would be to establish a payment system in which an inquirer would have the option to review an abstract for a known price and then have the option of paying another known price if a full report or article is desired after reviewing the abstract.

13. Regarding claim 15, Intota discloses the electronic business mode wherein said code number of answer is a specific code for enabling the broker web site to correctly transfer the payment to the answer provider who provides the answer (page 4, lines 41 – 46).

14. Claims 3, 4, 5, 8, 9, 11, 19, 20 and 22 are rejected under 35 U.S.C. 103(a) as being unpatentable over Intota and Dialog, and further in view of “Yahoo! Experts Has Your Answers” in Business Wire on September 26, 2000 (further referred to as Yahoo).

15. Regarding claim 3, neither Intota nor Dialog disclose the electronic business mode wherein addition to the respective e-mail address, said answer providers and said inquirer can input personal web page, chat call ICQ, and other communication methods used in the Internet. However, Yahoo discloses electronic business mode wherein addition to the respective e-mail address (page 2, line2 19 – 20), said answer providers and said inquirer can input personal web page (page 2, lines 42 – 43), chat call ICQ (page 2, lines 32 - 33), and other communication methods used in the Internet (page 2, lines 18 – 21, lines 30 – 34, and lines 39 – 43). It would be obvious to one of ordinary

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skill in the art to combine the use of multiple Internet communication modes as disclosed by Yahoo with the question-and-answer system as disclosed by Intota and Dialog. The motivation would be to provide as many means for facilitating communication between inquirer and answerer as are generally available to Internet users.

16. Regarding claim 4, Intota discloses the electronic business mode wherein said answer provider or said inquirer can select to negotiate the transaction under anonymous mode (page 4, lines 35 – 37 and page 9, lines 6 – 8 and lines 11 – 14). Neither Intota nor Dialog disclose the electronic business mode wherein said answer provider or said inquirer can select to negotiate the transaction with the real name, and when the transaction mode with the real name is selected by the potential answer provider, the potential answer provider must input the name and personal information, letting the personal information to be shown on the web page of the broker web site. However, Yahoo discloses using a personal email (page 2, lines 18 – 21) to communicate without being anonymous. The information regarding personal email and information is available to the broker (Yahoo) web site in real name mode when the inquirer posts the question to the general forum such that the question can be reviewed by all available potential answerers and then selected for answering by a potential answerer (page 2, lines 18 – 21). It would be obvious to one of ordinary skill in the art to combine the option of not being anonymous as disclosed by Yahoo with the question-and-answer system as disclosed by Intota and Dialog. The motivation would be to

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provide the means by which inquirers and/or answerers could divulge their identities during the transaction to build a more personal relationship, to share biographical information about one another, to increase credibility in the sources, and/or to facilitate ease of future communications.

17. Regarding claim 5, Intota discloses the electronic business mode wherein said answer provider or said inquirer can select to negotiate transaction under anonymous mode , and when the anonymous transaction mode is selected, the potential answer provider does not need to input the name and personal information except the related field of specialty, and the identification or method of communication of the potential answer provider will never be disclosed in the broker web site (page 4, lines 35 – 37; page 9, lines 6 – 8 and lines 12 – 14). Neither Intota nor Dialog disclose negotiating the transaction with the real name, as discussed in detail in claim 4.

18. Regarding claim 8, Intota discloses the electronic business mode wherein the way of informing the inquirer or answer provider of the code number of question or code number of answer includes e-mail (page 4, lines 32 – 37). Neither Intota nor Dialog disclose using web page indication, web site on-line chat call, and other communication methods used in the Internet. However, Yahoo discloses using web page indication (page 2, lines 41 – 43), web site on-line chat call (page 2, lines 32 – 34), and other communication methods used in the Internet (page 2, lines 30 – 34 and lines 41 – 43).). It would be obvious to one of ordinary skill in the art to combine the use of multiple

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Internet communication modes as disclosed by Yahoo with the question-and-answer system as disclosed by Intota and Dialog. The motivation would be to provide as many means for facilitating communication between inquirer and answerer as are generally available to Internet users.

19. Regarding claim 9, neither Intota nor Dialog disclose the electronic business mode wherein the inquirer can select to negotiate the transaction with the answer provider who registered the transaction with the answer provider who registered the transaction mode with the real name through the broker web site, or to directly contact the answer provider who registered the transaction mode with the real name without going through the broker web site as desired. However, Yahoo discloses the electronic business mode wherein the inquirer can select to negotiate the transaction with the answer provider who registered the transaction with the answer provider who registered the transaction mode with the real name through the broker web site, or to directly contact the answer provider who registered the transaction mode with the real name without going through the broker web site as desired (page 2, lines 18 – 21). It would be obvious to one of ordinary skill in the art to combine the flexibility of direct or broker web site moderated communication as disclosed by Yahoo with the question-and-answer system as disclosed by Intota and Dialog. The motivation would be to provide flexible communication options for inquirers and answers, making all modes of known electronic communication available.

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20. Regarding claim 11, Intota discloses the electronic business mode wherein the message passenger can be a web page of the broker web site (page 4, lines 7 – 8) or an e-mail (page 4, lines 32 – 35). Neither Intota nor Dialog where the message passenger is a personal web page, chat call ICQ, or any of the communications methods used in the Internet. However, Yahoo discloses where the message passenger is a personal web page (page 2, lines 41 – 43), chat call ICQ (page 2, lines 20 – 21 and 32 – 34), or any of the communications methods used in the Internet (page 2, lines 18 – 21, lines 30 – 34 and lines 38 – 43).). It would be obvious to one of ordinary skill in the art to combine the use of multiple Internet communication modes as disclosed by Yahoo with the question-and-answer system as disclosed by Intota and Dialog. The motivation would be to provide as many means for facilitating communication between inquirer and answerer as are generally available to Internet users.

21. Regarding claim 19, neither Intota nor Dialog disclose the electronic business mode comprising the step of negotiating a transaction under anonymous mode where both the inquirer and the answer provider selected anonymous transaction mode. However, Yahoo discloses the electronic business mode comprising the step of negotiating a transaction under anonymous mode where both the inquirer and the answer provider selected anonymous transaction mode (page 2, lines 18 – 21). It would be obvious to one of ordinary skill in the art to combine the choice of operating anonymous as disclosed by Yahoo with the question-and-answer system as disclosed

by Intota and Dialog. The motivation would be to allow users the choice of using real identities or in being anonymous depending on their interests and motivations.

Intota discloses wherein the inquirer can enter the broker web site and input the message of the code number of answer (page 9, lines 6 – 8 and page 10, lines 46 – 47) and the expected price of obtaining the answer (page 4, lines 41 – 47; page 5, lines 11 – 12; page 10, lines 13 – 15) into the broker web site after receiving the message of the code number of question, the code number of answer, and the cost of providing the answer transferred by the broker web site (page 4, lines 33 – 34), and the broker web site immediately transfers the message inputted by the inquirer to the answer provider, and the answer provider can enter the expected cost of providing the answer upon receipt of the message transferred from the broker web site, and the broker web site will immediately transfer the message inputted by the answer provider to the inquirer (page 4, lines 7 – 9, lines 33 – 34).

Intota does not disclose transferring an abstract. However, Dialog discloses transferring an abstract (lines 14 – 17 and lines 34 – 39). It would be obvious to one of ordinary skill in the art to combine the transferring of an abstract as disclosed by Dialog with the question-and-answer system as disclosed by Intota. The motivation would be to provide a summary form of the answer such that the inquirer could obtain the full document including the abstract and the answer to the inquiry upon project completion.

22. Regarding claim 20, neither Intota nor Dialog disclose the electronic business mode wherein if either party disclosed the information of identification or method of

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communication, both parties can negotiate the transaction through the broker web site, or directly contact the opposite party without going through the broker web site.

However, Yahoo discloses the electronic business mode wherein if either party disclosed the information of identification or method of communication, both parties can negotiate the transaction through the broker web site, or directly contact the opposite party without going through the broker web site (page 2, lines 18 – 21). It would be obvious to one of ordinary skill in the art to combine the option of direct or indirect communication as disclosed by Yahoo with the question-and-answer system as disclosed by Intota or Dialog. The motivation would be to provide participants either the option to remain anonymous or to know each other depending on their interests and motivations.

23. Regarding claim 22, neither Intota nor Dialog disclose the electronic business mode comprising the step of disclosing the identification of either party or the method of communication where the inquirer can disclose one's identification or the method of communication when issuing a question or message to make communication, inviting the members of potential answer providers to make a direct contact, and the answer provider can disclose one's identification or the method of communication when issuing the answer, or message to make communication, enabling the inquirer to make a direct contact. However, Yahoo discloses the identification of either party or the method of communication where the inquirer can disclose one's identification or the method of communication when issuing a question or message to make communication, inviting

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the members of potential answer providers to make a direct contact, and the answer provider can disclose one's identification or the method of communication when issuing the answer, or message to make communication, enabling the inquirer to make a direct contact (page 2, lines 18 – 21). It would be obvious to one of ordinary skill in the art to combine enabling web site users to engage in communication which is direct or indirect as disclosed by Yahoo with the question-and-answer system as disclosed by Intota and Dialog. The motivation would be to enable users to make a choice as to whether they wish to communicate directly or indirectly based on interest and motivation.

Intota does not disclose issuing an abstract. However, Dialog discloses issuing an abstract (lines 14 – 17 and lines 34 – 39). It would be obvious to one of ordinary skill in the art to combine the issuing of an abstract as disclosed by Dialog with the question-and-answer system as disclosed by Intota. The motivation would be to provide any or all of the selected from an answer, an abstract, or a message when selecting to engage in direct contact.

24. Claim 7 is rejected under 35 U.S.C. 103(a) as being unpatentable over Intota and Dialog, and further in view of Basic Computer Programs for the Home by Charles D. Sternberg (further referred to as Sternberg). Neither Intota nor Dialog disclose an electronic business mode wherein because one inquirer may issue a plurality of questions and one answer provider may provide a plurality of answers, different questions must be coded with different code number of question and different answers must be coded with different code number of answer for quick identification. However,

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Sternberg discloses wherein different questions are coded with different code number of question (see, for example, page 43 program lines 370-420) and different answers are coded with different code number of answer for quick identification (see, for example, page 44 program lines 1100 to 1190). It would be obvious to one of ordinary skill in the art to combine the method of assigning different questions and different answers with different input/output names as described by Sternberg with the question-and-answer system as disclosed by Intota and Dialog. The motivation would be to implement commonly used computer code language to manage multiple inputs and outputs related to any number of questions and answers.

25. Claims 16 and 17 are rejected under 35 U.S.C. 103(a) as being unpatentable over Intota and Dialog, and further in view of "News and Insight on Business in the Golden State" by John O'Dell in L.A. California, 1999 (further referred to as O'Dell).

26. Regarding claim 16, Intota and Dialog disclose the transfer of payment to an answerer for providing an answer to an inquirer's question. However, neither Intota nor Dialog disclose the electronic business mode wherein the payment is a down payment system, and the broker web site immediately transfers the answer to the inquirer and the down payment to the answer provider after receipt of the down payment from the inquirer, and then transfers the balance to the answer provider upon receipt of the same from the inquirer. However, O'Dell discloses the electronic business mode (page 2, line 4 and line 12) wherein the payment is a down payment system, and the broker web site

immediately transfers the "answer" (in this case, a purchased product) to the "inquirer" (in this case a product purchaser) and the down payment to the "answer provider" (in this case the seller of the product) after receipt of the down payment from the "inquirer" (in this case a product purchaser), and then transfers the balance to the "answer provider" (in this case the seller of the product) upon receipt of the same from the "inquirer" (in this case a product purchaser) (page 2, lines 4 – 7). It would be obvious to one of ordinary skill in the art to combine the electronic down payment method as disclosed by O'Dell with the question-and-answer system as disclosed by Intota and Dialog. The motivation would be to offer the well-known use of down payments when engaging in commerce as part of the payment options available to the inquirers in the electronic question-and-answer system such that partial payments could be provided up-front and then the remainder of the payment could be delivered at a later date, per typical down payment structures.

27. Regarding claim 17, Intota discloses the system wherein the broker web site asks the answer provider to provide the answer for transferring to the inquirer after receipt of the payment for the inquirer (page 4, lines 41 – 47 and page 5, lines 9 – 12). Neither Intota nor Dialog disclose where the payment is a down payment. However, O'Dell discloses a down payment system as discussed in claim 16 and the same reasoning applies to claim 17. Intota does not disclose asking the answer provider not to put the answer in the broker web site until payment has been received by the inquirer. However, Dialog discloses segmenting the information which is available

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based on the amount of money that has been paid (lines 14 – 17 and lines 34 – 39). It would be obvious to one of ordinary skill in the art to manage where data is stored as disclosed by Dialog with the question-and-answer system as disclosed by Intota. The motivation would be that the web site managers might not to manage the storage of questions which have not yet been paid for by the inquirers such that they are not responsible for inadvertently forwarding them prior to payment being received.

28. Claim 18 is rejected under 35 U.S.C. 103(a) as being unpatentable over Intota and Dialog, and further in view of "Tax Legislation" by Bond Buyer in New York, NY, April 2001 (further referred to as Bond Buyer). Neither Intota nor Dialog disclose the electronic business mode comprising the step of deducting tax from the payment when a transaction is done between the inquirer and the answer provider. However, Bond Buyer discloses the electronic business mode comprising the step of deducting tax from the payment when a transaction is done between "the inquirer and the answer provider" (here internet commerce participants) (page 2, lines 24 – 25 and lines 33 – 36). It would be obvious to one of ordinary skill in the art to combine the electronic commerce taxation as disclosed by Bond Buyer with the question-and-answer system as disclosed by Intota and Dialog. The motivation would be to be in compliance with state internet commerce laws and to collect tax on the interactions and transaction conducted on-line.

29. Claim 21 is rejected under 35 U.S.C. 103(a) as being unpatentable over Intota and Dialog, and further in view of "Inquiring Minds a New Breed of Web Sites Matches

People Who Have Questions with People Who Have Answers" by Siona LaFrance in June 2000 (further referred to as LaFrance). Intota discloses the electronic business mode comprising the step of communicating with each other indirectly between the inquirer and the answer provider (page 4, lines 34 – 37).

Neither Intota nor Dialog disclose where when an inquirer wishes to communicate with an anonymous member of potential answer provider who had ever provided an answering service to the inquirer, the inquirer can input the message to be discussed and the abstract of answer or the code number of the answer the anonymous member of the potential answer provider ever provided into the broker web site, and the broker web site will immediately transfer the message to the answer provider; on the contrary, a member of potential answer provider can input the message of the code number of question of a particular question issued by an inquirer ever contacted into the broker web site, letting the broker web site transfer the message to the inquirer.

However, LaFrance discloses a website in which any question which is ever answered is stored and available on the system forever (page 3, lines 1 – 3). It would be obvious to one of ordinary skill in the art to combine the question storage database as disclosed by LaFrance with the automated question-and-answer system with encrypted and User ID methods for coding questions as disclosed by Intota and the availability of abstracts as disclosed by Dialog. The motivation would be to enable user to access those questions which had already been asked and answered, using the code assigned for the question or answer and the automated transfer system, in order to reestablish contact with the question inquirer or question answerer.

Conclusion

30. Any inquiry concerning this communication should be directed to Jennifer Liversedge whose telephone number is 571-272-3167. The examiner can normally be reached on Monday – Friday, 8:30 – 5 PM.

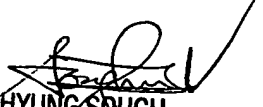
If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Sam Sough can be reached at 571-272-6799. The fax number for the organization where the application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Jennifer Liversedge

Examiner

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SUPERVISORY PATENT EXAMINER
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